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STATE OF INDIANA	,	DEARBORN CIRCUIT COURT
COUNTY OF DEARBORN) SS:) CAUSE N	10. 15001-0609-00-0040
STATE OF INDIANA,)	
Plaintiff,)	
v.	.)	FILED
AMERICAN AUTO SALES O	, ,	SEP 0 1 2006
WALTER F. BATES, individual business as, American Auto Saland DEALER SERVICES COR	es Of Indiana, Inc.,	CLERK OF DEARBORN CIRCUIT COURT
Defendants.	.)	

COMPLAINT FOR INJUNCTION, RESTITUTION, CIVIL PENALTIES AND COSTS

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Mary Ann Wehmueller, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §24-5-0.5-1 et seq., for injunctive relief, consumer restitution, civil penalties, investigative costs, and other relief.

PARTIES

- 1. Defendant American Auto Sales of Indiana, Inc. (hereinafter "American"), is a domestic corporation, with a principal place of business in Dearborn County located at 804 Green Boulevard, Aurora, Indiana. At all relevant times American has engaged in the retail sale of used motor vehicles.
- 2. Defendant Walter F. Bates ("Bates"), is the sole principal of American Auto Sales and at all relevant times acted as an officer and agent of American.
- 3. Defendant Dealer Services Corporation (hereinafter "DSC") is a foreign corporation with a principal place of business in Hamilton County located at Two Penn Mark Plaza, 11555 N. Meridian Street, Suite 220, Carmel, Indiana.

FACTS

4. As an alter ego of American Auto Sales of Indiana, Inc., Bates has conducted, managed and controlled the affairs of the corporation as if it were his own business, and he has used the Defendant corporation for the purpose of deceiving consumers as set forth herein.

TITLE NON-DELIVERY ALLEGATIONS

5. At least since September 1, 2005, Defendants American and Bates sold used motor vehicles to consumers, including but not limited to:

<u>(</u>	CONSUMER	SALE <u>DATE</u>	VEHICLE ID	AMT PAID
a)	Carol Bamberger	11/11/2005	1999 Ford	\$14,279.00
b)	Jean Branstetter	10/15/2005	2000 Dodge Durango	\$17,835.00
c)	Jeffrey Buck	9/6/2005	2001 Dodge Ram 1500	\$14,733.00
d)	Robert Carter	10/28/2005	2002 Ford Ranger	\$21,147.00
e)	Jo'Nee Cochran	9/8/2005	2004 Chevrolet Colorado	\$13,620.00
f)	Bill & Sue Dausch	9/7/2005	2003 Toyota Celica	\$16,641.00
g)	Matt Glaser	11/4/2005	2002 Jeep	\$15,555.82
h)	Catrina Ison	9/3/2005	2001 Ford Excursion	\$20,109.00
· i)	Mark Lohide	9/17/2005	2002 Jeep Grand Cherokee	\$16,913.00
		•		

j) Paula Rieman	9/26/2005	2003 Dodge Interpid	\$13,295.00
k) Elmer Schmidt	10/29/2005	2003 Chevrolet Silverado	\$28,725.00
l) Iva Schuler	11/18/2005	1998 Dodge Ram	\$11,500.00
m) James Smith	10/19/2005	2004 Pontiac Grand Prix	\$11,238.35
n) Janie Van Winkle	11/17/2005	2002 Nissan Pathfinder	\$19,582.28
o) Jill Walsman	9/23/2005	2001 Pontiac Grand Am	\$9,137.00
p) Joseph Weber	10/21/2005	2000 Honda Civic	\$10,484.00

- 6. True and accurate copies of the Purchase Orders for the vehicles purchased by the consumers identified in paragraph 5(a) through 5(p) are attached and marked as Exhibits "A" through "P" respectively.
- 7. American and Bates accepted initial payments and/or down payments from the consumers identified in paragraph 5, and accepted payment in full for these vehicles from or on behalf of the consumer identified therein.
- 8. American and Bates did not possess titles for the vehicles described in paragraph 5 on the vehicles' respective dates of sale.
- 9. American and Bates failed to deliver vehicle titles on the dates of sale to the consumers identified in paragraph 5.
- 10. On the respective dates of sale, American and Bates did not provide the purchasers identified in paragraph 5(b) through 5(p), with affidavits as required by Ind. Code §9-17-3-3.5.

- 11. American and Bates provided consumer Carol Bamberger with an affidavit as required by Ind. Code §9-17-3-3.5; however the affidavit was incomplete and therefore invalid.
- 12. On the dates of sale identified in paragraph 5, American and Bates represented to the purchasers that American and Bates would deliver vehicle title to the consumers or to their respective lienholders.
- 13. To date, Defendants American and Bates have failed to deliver titles to the consumers identified in paragraph 5.
- 14. American and Bates knew or should have known that they could not deliver titles to the consumers identified in paragraph 5.

FAILURE TO PAY OFF TRADE VEHICLE ALLEGATIONS

- 15. Specific to the vehicle purchase referenced in paragraph 5(d), Robert Carter traded in a 1998 Dodge Ram truck, vehicle identification number (Carter trade) to American and Bates.
- 16. On October 28, 2005, American and Bates told Carter that they would pay off the lien on the Carter trade in the amount of \$13,200.00.
 - 17. To date, American and Bates have not paid off the Carter trade vehicle.
- 18. On or around October 13, 2005, Dale Scudder purchased a 2001 Chevrolet S10.

 As part of the purchase, Scudder traded a 1997 Chevrolet Camaro, vehicle identification number

 (Scudder trade) to American and Bates. A true and accurate copy of

 Scudder's Purchase Order is attached and marked as Exhibit "Q".
- 19. American and Bates told Scudder that they would pay off the lien on the Scudder trade in the amount of \$1,300.00.
 - 20. To date, American and Bates have not paid off the Scudder trade vehicle.

- 21. Specific to the vehicle purchase referenced in paragraph 5(p), Janie Van Winkle traded a 2001 Nissan Pathfinder, vehicle identification number (Van Winkle trade) to American and Bates.
- 22. On November 17, 2005, American and Bates told Van Winkle that they would pay off the lien on the Van Winkle trade in the amount of \$10,678.62.
 - 23. To date, American and Bates have not paid off the Van Winkle trade vehicle.
 - 24. American and Bates knew or should have known that they would not pay off trade vehicle lienholders as represented to the consumers in paragraphs 16, 19, and 22.

WARRANTY ALLEGATIONS

- 25. On or around July 18, 2005, Thelbert Pierce purchased a 2002 Ford F350 from American and Bates for a total purchase price of \$33,853.40. Included in the total price was a \$1,800.00 AUL extended service contract that Pierce agreed to purchase through American. A true and accurate copy of Pierce's Purchase Order is attached and marked as Exhibit "R".
- 26. American and Bates, through their salesman Wade Van Winkle, represented to Pierce that purchase of the AUL service contract would provide Pierce with warranty coverage for 60 months or 50,000 miles, whichever occurred first.
- 27. Although Mr. Pierce paid Defendants American and Bates to acquire an AUL service contract on his behalf, the Defendants failed to purchase the contract.
- 28. To date, Defendants American and Bates have neither provided Mr. Pierce with a valid AUL Consumer Protection Contract or a refund of the money paid for the purchase of the warranty.
- 29. On or around August 16, 2005, Vada Shepherd purchased a 2001 Jeep Grand Cherokee from American and Bates for a total purchase price of \$15,385.00. Included in the

total price was a \$1,500.00 AUL Consumer Protection Service Contract that Shepherd agreed to purchase through American. A true and accurate copy of Shepherd's Purchase Order is attached and marked as Exhibit "S".

- 30. American and Bates, through their salesman Wade Van Winkle, represented to Ms. Shepherd that purchase of the AUL service contract would provide her with warranty coverage for 36 months or 36,000 miles, whichever occurred first.
- 31. Although Ms. Shepherd paid Defendants American and Bates to acquire an AUL service contract on her behalf, the Defendants failed to purchase the contract.
- 32. To date, Defendants American and Bates have neither provided Ms. Shepherd with a valid AUL Consumer Protection Contract or a refund of the money paid for the purchase of the warranty.
 - 33. On or around September 23, 2005, Jill Walsman purchased a 2001 Pontiac Grand Am from American and Bates for a total purchase price of \$9,137.00. Included in the total price was a \$1,400.00 AUL Consumer Protection Service Contract that Walsman agreed to purchase through American.
- 34. American and Bates, through their salesman Ron Dresmann, represented to Ms. Walsman that purchase of the AUL service contract would provide her with warranty coverage for 36 months or 36,000 miles, whichever occurred first.
- 35. Although Ms. Walsman paid Defendants American and Bates to acquire an AUL service contract on her behalf, the Defendants failed to purchase the contract.
- 36. To date, Defendants American and Bates have neither provided Ms. Walsman with a valid AUL Consumer Protection Contract or a refund of the money paid for the purchase of the warranty.

- 37. On or around October 28, 2005, Larry Jackson purchased a 2002 Ford Ranger from American and Bates for a total purchase price of \$11,329.00. Included in the total price was a \$1,300.00 AUL Consumer Protection Service Contract that Jackson agreed to purchase through American. A true and accurate copy of Jackson's Purchase Order is attached and marked as Exhibit "T".
- 38. American and Bates, through their salesman Greg McClellan, represented to Mr. Jackson that purchase of the AUL service contract would provide him with warranty coverage for 36 months or 36,000 miles, whichever occurred first.
- 39. Although Mr. Jackson paid Defendants American and Bates to acquire an AUL service contract on his behalf, the Defendants failed to purchase the contract.
- 40. To date, Defendants American and Bates have neither provided Mr. Jackson with a valid AUL Consumer Protection Contract or a refund of the money paid for the purchase of the warranty.
- 41. On or around October 28, 2005, Robert Carter purchased a 2002 Ford Ranger from American and Bates for a total purchase price of \$21,147.50. Included in the total price was a \$1,500.00 AUL Consumer Protection Service Contract that Carter agreed to purchase through American.
- 42. American and Bates, through their salesman Greg McClellan, represented to Mr. Carter that purchase of the AUL service contract would provide him with warranty coverage for 36 months or 36,000 miles, whichever occurred first.
- 43. Although Mr. Carter paid Defendants American and Bates to acquire an AUL service contract on his behalf, the Defendants failed to purchase the contract.

44. To date, Defendants American and Bates have neither provided Mr. Carter with a valid AUL Consumer Protection Contract or a refund of the money paid for the purchase of the warranty.

DEALER SERVICES CORPORATION ALLEGATIONS

- 45. To the best of Plaintiff's knowledge, Defendant DSC may hold a lien, right or interest in and is currently in possession of the titles for the following vehicles previously identified in paragraph 5:
 - (1) 1999 Ford, (Carol Bamberger vehicle);
 - (2) 2001 Dodge Ram 1500 truck, (Jeffrey Buck vehicle);
 - (3) 2003 Toyota Celica, (Bill Dausch vehicle); and
 - (4) 2002 Jeep, Matt Glaser vehicle).

Plaintiff alleges that any such lien, right or interest in these vehicles is subordinate to the purchasing consumers identified in paragraph 5. Dealer Services Corporation is made a Defendant to this action to answer as to its interest in and authority to withhold titles from the consumers Bamberger, Buck, Dausch and Glaser.

COUNT I VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

- 46. The transactions identified in paragraphs 5, 18, 25, 29 and 37 are "consumer transactions" as defined by Ind. Code §24-5-0.5-2(1).
- 47. Defendants American and Bates are "suppliers" as defined in Ind. Code §24-5-0.5-2(3).
- 48. American and Bates' representations referred to in paragraphs 12, 16, 19, 22, 26, 30, 34, 38 and 42, violate the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq. as follows:

- (a) American and Bates misrepresented warranty of title in violation of Ind. Code § 24-5-0.5-3(a)(8);
- (b) American and Bates misrepresented they would deliver vehicle titles, pay off trade vehicle liens, and obtain extended service contracts for the consumers within a stated or reasonable period of time in violation of Ind. Code § 24-5-0.5-3(a)(10).
- (c) American and Bates misrepresented that the sale of vehicles also included the sale of extended service, in violation of Ind. Code § 24-5-0.5-3(a)(1).
- 49. On the dates of sale identified in paragraphs 5, American and Bates knew or should have known that they did not possess and could not deliver titles to the respective consumers.

 American and Bates intentionally or with reckless disregard sold vehicles and continued to sell vehicles without obtaining and delivering vehicle titles.
- 50. American and Bates knew or should have known that they would not pay off trade vehicle lienholders as represented to consumers in paragraphs 16, 19 and 22, and intentionally or with reckless disregard took possession of the vehicles without paying off the liens as represented.
- 51. American and Bates knew or should have known that they would not provide the extended service contracts as represented to the consumers identified in paragraphs 26, 30, 34, 38 and 42.

COUNT II VIOLATIONS OF TITLE DELIVERY STATUTE

52. Plaintiff realleges paragraphs 1 through 51.

53. The Defendants' failure to deliver a vehicle title to each consumer identified in paragraph 5, violates Ind. Code §9-17-3-3.

COUNT III INCURABLE DECEPTIVE ACTS

- 54. Plaintiff realleges paragraphs 1 through 53.
- 54. Defendant American and Bates' representations constitute incurable deceptive acts and are actionable by the Attorney General pursuant to Ind. Code §24-5-0.5-1 et seq.

IRREPARABLE INJURY

55. The misrepresentations set forth above will continue and will cause irreparable injury unless the Defendants American and Bates are enjoined from engaging in further conduct in violation of Ind. Code §24-5-0.5-1 et seq.

RELIEF

WHEREFORE, Plaintiff, State of Indiana, requests that the Court enter judgment against the Defendants American and Bates as follows:

- a. A permanent injunction pursuant to Ind. Code §24-5-0.5-4(c) (1), enjoining American and Bates, their agents, representatives, employees, successors, and assigns, from:
 - (1) selling motor vehicles without delivering vehicle titles as required by Ind. Code §9-17-3-3;
 - (2) misrepresenting that the sale of vehicles includes extended service contracts/warranties when warranties or contracts will not or cannot be provided as represented;

- (3) misrepresenting the terms and conditions of pay-off agreements, and
- (4) misrepresenting their ability to complete the subject of a consumer transaction within a stated or reasonable period of time;
- b. Cancellation of contracts pursuant to Ind. Code §24-5-0.5-4(d);
- c. Consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), in the form of a Court Order directing the Indiana Bureau of Motor Vehicles to issue titles for the vehicles identified in paragraph 5, to the specified consumers and/or their lienholders;
- d. Consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for all amounts necessary to pay-off trade vehicles for the consumers identified in paragraphs 16, 19 and 22;
- e. Consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for all amounts paid for extended service contracts/warranties as identified in paragraphs 25, 29, 31, 37 and 41;
- f. Costs pursuant to Ind. Code §24-5-0.5-4(c) (3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- g. Civil penalties pursuant to Ind. Code §24-5-0.5-4(g) on Count I of the Plaintiff's complaint, for the Defendants' knowing violations of Ind. Code §24-

5-0.5-3(a) (1); (a) (8); (a) (10) and Ind. Code §9-17-3-3, in the amount \$5,000.00 per violation, payable to the State of Indiana;

- h. Civil penalties pursuant to Ind. Code §24-5-0.5-8 on Count III of the Plaintiff's complaint, for the Defendants' intentional violations of Ind. Code §24-5-0.5-3(a) (1); (a) (8); (a) (10) and Ind. Code §9-17-3-3, in the amount of \$500.00 per violation, payable to the State of Indiana; and
- i. All other proper relief.

Respectfully submitted,

STEVE CARTER

Indiana Attorney General

Atty. No. 4150-64

Mary Ann Wehmueller

Deputy Attorney General Atty. No. 0015251-49A

Office of Attorney General Indiana Government Center South 302 W. Washington St., 5th Floor Indianapolis, IN 46204

Telephone: (317) 233-3973



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The front of this order comprise the entire agreement effecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be Recognized. If his agreement is for a used vehicle see contractual disclosure statement below. I hisraby certify that no credit has been extended to me for the purchase of this motor vehicle except as it appears in writing on the lace of this agreement. I certify that it and legal age, and hereby actionwhedge accept of a copy of this order.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRACT PROVISIONS IN THE CONTRACT OF SALE.

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LL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER HALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE Y DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR THESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT XPRESSLY WARRANTED OR GUARANTEED".

The front of this order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be Recognized. If this agreement is for a used vehicle see contractual disclosure statement below. Thereby certify that no credit has been extended to me for the purchase of this motor vehicle except as it appears in writing on the face of this agreement. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

THIS ORDER IS NOT VALID UNLESS SIGNED	AND	- ACCEP	TED BY PURCHASER	DATE 09/15/2005	
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BY DEALER ON TIS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (8) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT EXPRESSLY WARRANTED OR GUARANTEED!

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CONTRACTORS OF THE WINDOW FORM OVERSIDES ATTEMENT TUSED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM OVERSIDES ATTEMENT TUSED VEHICLES ONLY) THE CONTRACT OF SALE:

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE	АССЕРТЕО ВУ РИЯСНАSER 09/09/2005
APPROVED DEALER OF AUTHORIZED REPRESENTATIVE STATE'S EXHIBIT	SIGNED SIGNED RUBCHASER ED PURCHASER

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PURCHASER'S NAME				
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ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, MOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTIES OF MERCHANTABLITY OR BY DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABLITY OR PITMESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT EXPRESSLY WARRANTED OR GUARANTEED".

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ACCEPTED BY PURCHASED

09/07/2005

STATE'S EXHIBIT



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	SALES MANAGER

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THIS CADER IS NOT VALIO UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED BEPRESENTATIVE		ACCEPTED BY PURCHASER	D_{Ω}	DAY 09/17/2005
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STATE'S **EXHIBIT**

DATE 11/18/2005



Aurora, Indiana 47001 (812) 926-2886 Fax (812) 926-9286

10/13/2002	1664	
	SALESMAN	
	SALES MANAGER	

JAMES L SMITH PURCHASER'S NAME STREET ADDRESS DATE OF BIRTH WORK PHONE ENTER MY ORDER FOR ONE

NEW USED
DEMONSTRATOR TO CAR TRUCK SALESMAN CAR DEALER RENTAL VEHICLE AS FOLLOWS: BODY TYPE COLOR 2004 Grand Prix Pontiac Pontiac **4D Sedan** BILVER MVI OR SERIAL NO. 1.) CASH DEPOSIT REFUNDABLE BY CHECK WITHIN TWO (2) CASH PRICE OF VEHICLE \$ 10405.00 WORKING DAYS. 2) CHECK DEPOSIT REFUNDABLE 14 DAYS AFTER DEPOSIT DATE 3.) CREDIT CARD PAYMENT REFUNDABLE BY CREDIT CARD ONLY. PLATE NO 🚄 4.) COPY OF RECEIPT MUST BE PRESENTED BEFORE REFUND. I ICENSE EXPIRES 5.) DEPOSIT WILL HOLD VEHICLE FOR 24 HOURS TRANSFER ISSUED PLAEMANKS TRUCK WEIGHT PLATE NO. See ADDENDUMLICENSETEXPIRES 2 & 126 Registrar of Motor Vehicles LICENSE EXPIRES 30ch See DUE BILL TRANSÆR ISSUED≤ TRANSFER ISBUED TRUCK WEIGHT. TRUCK WEIGHT Registrar of Motor Vehicles Registral of Motor Vehicles FINANCE CHARGE \$ 2214.65 PAYMENTS & 207.55 0.00 10405.00 TRADE-IN AND OTHER CREDITS **SELLING PRICE** I UNDERSTAND THE "CASH" ARIGE" OF 85.00 0.00 **VEHICLE WAS RAISED \$** TRADE-IN ALLOWANCE **DOCUMENTARY FEE** TO SHOW TRADE EQUITY. 0.00 728.35 **BALANCE OWED ON TRADE TAXES** BALANCE OWED TO: **ODOMETER MILEAGE STATEMENT** 20.00 FILING FEES& Tags 0.00 THE ODOMETER OF THE ABOVE 11238.35 **NET EQUITY SUB TOTAL** DESCRIBED VEHICLE NOW READS 1000.bo MILES/KILOMETERS. 0.00 DEPOSIT SERVICE CONTRACT ODOMETER MILEAGE IS ACCURATE 0.00 0.00 ODOMETER MILEAGE IS NOT ACCURATE **CASH ON DELIVERY OTHER** REFER TO THE FEDERAL MILEAGE 0.00 11238.35 **OTHER** TOTAL STATEMENT FOR FULL DISCLOSURE 1000.00 1000.00 **TOTAL CREDIT TOTAL CREDIT** 10238.35 TRADE-IN STOCK NO. YEAR MAKE MOD. **BALANCE DUE BODY TYPE** MILEAGE TRADE-IN STOCK NO. YEAR MAKE MOD. MILEAGE **BODY TYPE** VIN

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THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE

DEALER OR AUTHORIZED REPRESENTATIVE SIGNED

SIGNED PURCHASER
PURCHASER

STATE'S EXHIBIT

STATE'S EXHIBIT

DEALER OR ALITHORIZED HEPRESENTATIVE

BIGNED

PPROVED:

PURCHASEN

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DAYE	STOCK NO
09/23/2005	7190
	SALESMAN -
	SALES MANAGER

PURCHASER'S NAME TIM	SCHNEIDER /	JILL W	IALSI	MAN				
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CITY		-		STATE IN	THONE			1.0
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ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, <u>NUT</u> DEALER'S, AND ONLY SUCH MANUFACTURER ON OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUPPLIER UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR MPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT EXPRESSLY WARRANTED OR GUARANTEED".

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	THIS ORDER IS NOT VALID UNLESS SIGNED AND	•	ACCEPTED BY PURCHASER	DATE 09/23/2005
	ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE	STATE/S	TI WILL I	Schaile-
		EXHIBIT	TO MAN	PURCHASER
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DATE	STOCK NO
10/21/2005	7225
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	SALES MANAGER

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JRCHASER'S NAME				,					DIDT:	
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ITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" XPRESSLY WARRANTED OR GUARANTEED".

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)/13/2005
	THIS ORDER IS NOT YALID	UNILESS SIGNED AND		er Accepted by Pobl	HASER SIZE / COME.L.	

STATE'S EXHIBIT



DATE	STOCK NO
0 2005	7128
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	WADE/DB
	SALES MANAGER

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TOTAL CREDIT

BALANCE DUE

MIR FAGE

MILEAGE

THELBERT L PIERCE URCHASER'S NAME PHONE . DATE OF BIRTH IN COUNTY STATE **WORK PHONE** ENTER MY ORDER FOR ONE . NEW . USED . DEMONSTRATOR / . CAR . TRUCK . SALESMAN CAR . DEALER RENTAL VEHICLE AS FOLLOWS: 2002 Ford F350SD Supercab 4WD DRGRAY MVI OR SS4 SERIAL NO. 1.) CASH DEPOSIT REFUNDABLE BY CHECK WITHIN TWO (2) CASH PRICE OF VEHICLE 30140.00 WORKING DAYS. 2.) CHECK DEPOSIT REFUNDABLE 14 DAYS AFTER DEPOSIT DATE 3) CREDIT CARD PAYMENT REFUNDABLE BY CREDIT CARD ONLY. 1.) COPY OF RECEIPT MUST BE PRESENTED BEFORE REFUND. 5.) DEPOSIT WILL HOLD VEHICLE FOR 24 HOURS. REMARKS See ADDENDUM 1 See DUE BILL FINANCE CHARGE \$ 634.76 PAYMENTS @ \$ 01.00 30140100 **SELLING PRICE** TRADE-IN AND OTHER CREDITS I UNDERSTAND THE "CASH" PRICE! OF 0.00 VEHICLE WAS RAISED \$ 85L00 TRADE-IN ALLOWANCE **DOCUMENTARY FEE** TO SHOW TRADE EQUITY. 0.00 40 **TAXES** 1808 **BALANCE OWED ON TRADE** ALANCE OWED TO **ODOMETER MILEAGE STATEMENT** FILING FEES & Tags 20 00 01.00 THE ODOMETER OF THE ABOVE 32053 **NET EQUITY SUB TOTAL** 40 DESCRIPED WEHICLE NOW READS 01.00 MILESKILOMETERS. SERVICE CONTRACT DEPOSIT 1800 00 ODOMETER MILEAGE IS ACCURATE 0.00 00 ODOMETER MILEAGE IS NOT ACCURATE OTHER **CASH ON DELIVERY** REFER TO THE FEDERAL MILEAGE 01.00 33853 40 TOTAL *THER* STATEMENT FOR FULL DISCLOSURE

LL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER HALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR BERVICE CONTRACT MADE Y DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR TIMESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT KPRESSLY WARRANTED OR GUARANTEED".

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BODY TYPE

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FOTAL CREDIT

TRADE-IN STOCK NO.

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APPROVED DEALER OR AUTHORIZED REPRESENTATI	STATE'S EXHIBIT	IED	PURCHASER

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	35 × 18 × 18 × 18 × 18 × 18 × 18 × 18 × 1
01/05/2005	STOCK NO 6893
	SALESMAN
	SALÉS MANAGER

STREET ADDRESS			PHONE	DATE	OF BIRTH	
CITY	COUNTY		STAT			
		ONSTRATOR / CA	R TRUCK SALESMAN CAR DEAL	ER RENTAL VEHICLE AS FOLLOWS:	E	
YEAR MAKE		MODEL	BODY TYPE	COLOR TRIM		
2000 Jeep		Cheroke		WD BLACK		
ssr			MVI OR SERIAL NO.	State of the second sec		
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2) CHECK DEPOSIT	REFUNDABLE 1	4 DAYS AFTE	R			
3.) CREDIT CARD PAY CARD ONLY.	MENT REFUNDA	BLE BY CRED	Т		-	
4.) COPY OF RECEIPT ME	JST BE PRESENTED	BEFORE REFUN	D		ļ	
5.) DEPOSIT WILL HOLD	VEHICLE FOR 24 HO	URS.		·	ļ	
	REMARKS					
See ADDENDUM 1 See DUE BILL		-				
OUT DIEE			:			
	•	-				
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	D OTHER CREDI	rs III	INDERSTAND THE "CASH" PRICE OF	SELLING PRICE	9400	.00
TRADE-IN ALLOWANCE		0.00 v	HICLE WAS RAISED \$	DOCUMENTARY FEE	15	.00
BALANCE OWED ON TR	ADE	d.00	SHOW TRADE EQUITY.	TAXES	5 5 4	.00
BALANCE OWED TO:		X	ODOMETER MILEAGE STATEMENT	FILING FEES & Tags	20	.00
NET EQUITY		34 - 1077 F 11	E ODOMETER OF THE ABOVE	SUB TOTAL	1,0029	.00
DEPOSIT		0 00 1	SCRIBED VEHICLE NOW READS 52.9.25 MILES/KILOMETERS. ODOMETER MILEAGE IS ACCURATE:	SERVICE CONTRACT	1300	.00
CASH ON DELIVERY		q.98 E	ODOMETER MILEAGE IS NOT ACCURATE	OTHER	I. T.	.00
OTHER		- 4 66 T	EFER TO THE FEDERAL MILEAGE TATEMENT FOR FULL DISCLOSURE	TOTAL	11329	.00
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	YEAR	MAKE	MOD.	BALANCE DUE	11329	.00
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TRADE-IN STOCK NO.	BODY TYPE	****				
TRADE-IN STOCK NO. TRADE-IN STOCK NO.	BODY TYPE YEAR	MAKE	MOD.			

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	THIS ORDER IS NOT VALID UNLESS SIGNED			ACCEPTED BY PURCHASER	DATE01/05/2005	5
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PPROVED	DEALER OR AUTHORIZED REPRESE	mbergi N	TAITIBIT	SIGNED	PURCHASER	